BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

(A Government of Karnataka Undertaking)

GENERAL CONDITIONS OF CONTRACT

(Through e-Procurement)

Tender No. BESCOM/2023-24/SE0106

VOLUME-I

Section-III

"For Repairs and Reconditioning of 11KV class single coil/multi coil Conventional(Aluminium wound) and 3,4,5 Star Rated failed Distribution Transformers of various Capacities from 25 to 250 KVA and Conversion of CSP to Conventional bolt & nut type on lumpsum Percentage(%) rate basis (Material, Labour & Salvage) at Transformer repair center in Davangere Taluk, Davangere Division of BESCOM jurisdiction."

ISSUED BY

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GENERAL TERMS AND CONDITIONS OF CONTRACT

The Chief General Manager (Ele.), Operations, BESCOM, Bengaluru on behalf of BANGALORE ELECTRICITY SUPPLY COMPNAY LIMITED (A Government of Karnataka Undertaking) invites tenders from eligible Repairer of Distribution Transformers interested in taking up of "For Repairs and Reconditioning of 11KV class single coil/multi coil Conventional(Aluminium wound) and 3,4,5 Star Rated failed Distribution Transformers of various Capacities from 25 to 250 KVA and Conversion of CSP to Conventional bolt & nut type on lumpsum percentage(%) rate basis (Material, Labour & Salvage) at Transformer repair center in Davangere Taluk, Davangere Division of BESCOM jurisdiction."

1.0 Name of the work:

"For Repairs and Reconditioning of 11KV class single coil/multi coil Conventional(Aluminium wound) and 3,4,5 Star Rated failed Distribution Transformers of various Capacities from 25 to 250 KVA and Conversion of CSP to Conventional bolt & nut type on lumpsum percentage(%) rate basis (Material, Labour & Salvage) at Transformer repair center in Davangere Taluk, Davangere Division of BESCOM Jurisdiction".

2.0 Scope of work:

The Scope of work covers as per clause No 4.0 Volume-I, Section –I of IFB.

3.0 Qualifying Requirements:

As per the clause No. 16.0 for Repairers in Volume-I, Section –I of IFB.

4.0 Bid security Details:

Mode of Payment of Bid security as per clause 4.0 of Volume-I, Section –II of ITB.

5.0 Forfeiture of Bid Security: As per clause 6.0 of Volume-I, Section –II of ITB

6.0 Period of Validity of Bids: As per clause 5.0 of Volume-I, Section –II of ITB

7.0 Mode of Tender: As per clause 7.0 of Volume-I, Section –II of ITB

8.0 Bid opening and evaluation:

As per clause 10.0 & 11.0 of Volume-I, Section –II of ITB

9.0 CONTRACT PERFORMANCE GUARANTEE:

As per clause 26.0 of Volume-I, Section –II of ITB

10.0 Insurance:

As per clause 21.0 of Volume-I, Section –II of ITB

11.0 Price and Price variation.

No price variation is allowed and the prices are fixed throughout the contract period/extended period of contract.

12.0 Taxes & Duties:

All prices quoted shall be inclusive of all applicable taxes, tax break up shall be provided in the e-portal.

- If there is any enhancement in the statutory taxes like GST etc., due to change in policies by the Central/State Government then such enhanced taxes will be absorbed by the firm.
- If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM. Further, if any new taxes introduced by the Central/State Government during the contract period same will be absorbed by the firm.
- No claim for any increase towards statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty shall be entertained during the extended period of contract.
- Income tax and other statutory deductions of the state & Central Govt., as applicable from time to time shall be deducted from the Contractor's bills & directly remitted to concerned Department by the BESCOM. The Entry tax portion has to be borne by the Contactor and the same will not be reimbursed by BESCOM.
- The Contractor shall be liable and pay all non-Indian taxes, GST, duties, levies lawfully assessed against the Owner or the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income & property only.
- If any variations of GST in future either decrease or increase agency should furnish documentary evidence for which materials/equipments bought in earlier for reimbursement of payable.

13.0 Issue of Award

13.01 The award to repair the failed Distribution transformers shall be issued by respective SEEs of circles based on the requisition made by the respective Executive Engineers with furnishing the details of work orders for which the repairs to be carried out to the DTRs as per DWA.

14.0 Agreement:

The successful Bidder shall execute an agreement within **15 days** from the date of issue of LOI as per **Annexure – V.**

15.0 GUARANTEE PERIOD OF REPAIRED DTRs :

15.1 The repaired transformers shall be **guaranteed** for satisfactory operation against failure due to bad workmanship (Repairs) or material used for a period of **18 months from the date of delivery to Divisional Stores, or 12 months from the date of commissioning whichever is earlier**.

WGP transformers: If the repaired transformer fails within the guarantee period, the same shall be collected from the divisional stores within 7

days from the date of intimation from Executive Engineer, Elec., and shall be returned to concerned stores duly repaired within 10 days from the date of issue of transformer from the stores failing which next batch of faulty transformers will not be given. The bidder should make his own arrangement for transporting the failed transformers from stores to repair centre & also from repair centre to stores after repair. The materials, oil etc., used for such repair including loading and unloading shall be borne by the bidder for which no extra cost is payable to the repairer.

15.2 The reason for failure of WGP DTR's to be analysed as per clause **18.11 and 18.12 of Volume-I, Section II of ITB**.

15.3 The Bidder shall repair all the transformers failed within guarantee period within the stipulated period failing which cost of the repairs of transformers failed within guarantee period will be deducted out of the security deposit held for the purpose. If the security deposit held for that particular Work order falls short, the remaining amount will be recovered out of either the security deposit held for the other work orders or the running bills on hand/ BG whichever is feasible.

15.4 Transformers failed within guarantee period should not exceed **6%** of the total transformer repaired and delivered to the stores. If it exceeds **6**% and based on the conditions stipulated in clause **18.13 of Volume-I Section-II of ITB,** BESCOM will be at liberty to terminate the agreement with giving one month notice on the basis of the performance of the firm.

16.0 The respective Executive Engineers C, O&M Division shall have monthly failure assessment of repaired transformers failed within guarantee period and issue notice to the firm.

17.0 Payment:

17.1 The rates quoted/agreed for repair of Transformers are fixed and valid for the entire contract period including extension order if any subject to the prevailing conditions of BESCOM.

17.2 The payment for repairing and reconditioning of faulty distribution Transformers at transformer repair center will be arranged by the concerned Executive Engineer, C, O&M Divisions, BESCOM with following conditions.

17.3 The Bidder should submit the bill, Award copy, work order wise and batch wise (excluding the transformers failed within guarantee period) in quadruplicate with duly indicating the type of transformers whether Conventional type or 3,4,5 Star rated type with work order No. & date, date of delivery to the divisional stores for assessing the guarantee period of the repaired transformers.

17.4 The respective store officer i.e., AEE (O) has to issue certificate that there is no WGP transformers are available in the stores at the time of submission of Bill.

17.5 The Guarantee Period of repair Transformers shall be complied as per clause **15 of GCC** and Analysis for Transformers failed WGP transformers shall be complied by the bidder as per **clause 18.11 to 18.12 of Volume I, Section II of ITB**.

17.6 In case of salvage, invoice has to be raised and collect GST @ 18% (refer circular No: BESCOM/BC-49/GM(C&T)/AGM(C&T)/GST/ 2017-18/CYS-2 dated 06.07.2017).

18.0 Conversion from CSP type to conventional Bolt & Nut type DTR's: As per clause 16.04 of Volume-I, Section –II of ITB.

19.0 The firm has to submit the soft copy by CD on video graphing of transformer repairs batch wise duly showing the name plate details of each transformers , Award No & date and Batch No. of the transformers and to maintain CCTV cameras as per **clause 13.0 of Volume-I, Section –II of ITB.**

20.0 The Firm has to submit the following documents:

- Delivery challan containing date of delivery duly acknowledged by the Store Keeper and Countersigned by the Store Officer indicating the work order No and date, Capacity, Make, Serial No, bolt nut/ CSP type in quadruplicate duly stamped and pre–receipted for having received the repaired transformers.
- Test Certificates for having conducted the stipulated tests by MT staff.
- The Firm should certify on the bill regarding the Guarantee period of the repaired transformers delivered as per the guarantee clause no **15 of GCC**.
- Guarantee Certificate of the successfully repaired transformer as per contract conditions.

21.0 Infrastructure Required:

As per clause 12.0 of **Volume-I, Section –II of ITB**

22.0 TIME – THE ESSENCE OF CONTRACT

The time and date of completion of Contract as stipulated in the Contract by the Owner with/without modifications, if any, and so incorporated in the Work Award, shall be deemed to be the essence of the Contract. The Contractor shall organize his resources and perform his works to complete it not later than the date agreed.

23.0 BESCOM reserves the right to access the capacity and capability of the Bidder, if the circumstances warrant such assessment in the interest of BESCOM.

23.1 BESCOM reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

24.0 Issue of Award, Repair & Delivery:

24.1 The Award shall be issued by the respective SEE's of C, O&M Circle as per clause 18.4 of Volume I Section II of ITB.

24.2 The failed Transformers entrusted for repairs shall be collected from Divisional stores, repaired, tested and delivered back to the Divisional stores within an overall period of 15 days from the date of award.

24.3 The Bidder has to repair and deliver the repaired good Transformer with observing the conditions of Bid as per clause 18.4, 18.5, 18.6 & 18.7 of Volume I Section II of ITB.

24.4 The BESCOM will supply the required quantity of New/reclaimed Transil Oil to the repaired DTRs. The Firm has to give an intimation to the AEE(O) on writing regarding requirement of Transil oil for repair of DTRs which is awarded in that batch within 3 days from the date of award. The respective Assistant Executive Engineer (O) shall make arrangement to issue the oil to the repairer within 5 days from the date of receipt of request. The Firm has to collect the oil from the respective Executive Engineers of C, O & M Division and the progress as desired by BESCOM to be achieved by the repairer.

25.0 PENALTY:

25.1 A Penalty of ½ % per day subject to a maximum of 10 % of the value of the repair cost of undelivered transformers will be levied for all delays beyond the stipulated period.

25.2 If Transformers failed in WGP is not repaired within 10 days from the date of issue from stores, the BESCOM reserves the right to terminate the contract and also recovers the cost of repair towards repair by the bidder out of performance guarantee as BG and further uses the services of other agencies. In this regard the respective AEE (O), C, O&M Division has to issue notice with recommendation for termination.

25.3 A penalty for delayed delivery as specified in **clause 24.2 & 24.3** above will not be levied for the delay attributed by BESCOM for non-supply of Transil Oil in time as specified in clause 25.1 above which shall be duly certified by the Assistant Executive Engineer(O) i.e., Store Officer of respective Division.

26.0 TESTING:

26.1 The following tests shall be conducted in the presence of representatives of BESCOM after repairs.

a) Measurement of Insulation resistance.

b) Turns Ratio Test.

c) No Load loss and current measurement at rated voltage.

d) Percentage impedance test at 75° C, load loss with short Circuit Test.

e) High voltage test: Application of 28 KV for HV windings and 2.5 KV for LV windings for one minute.

f) Vector group test: To ascertain Dyn-11 connection

g) Induced over voltage test: Application of 800 Volts three phase supply at frequency of 100 cycles on LV windings and maintaining the voltage for one minute.

h) Double Voltage & Double Frequency (DVDF) and high voltage power factor (HVPF) test shall be conducted at (80% of 28 KV = 22.4KV for 1 minute and 80% of 866 volts = 693 volts at 100 Hertz for one minute) shall be performed.

i) If all the coils are replaced then the di-electric tests shall be conducted at 100% of rated value i.e., at 28 KV and 866 volts respectively.

j) Measurement of DC resistance of windings by Bridge method.

k) Measurement of breakdown voltage of the oil sample. Minimum BDV value to be 60KV.

26.2 The Firm has to conduct core excitation test. The Firm has to use high grade CRGO lamination of M4 grade and as per Volume –III of Technical Specification under Design & Construction for the required size. If losses found beyond the limit as per Volume –III of Technical Specification under Losses & Impedance the core shall be scraped. The Test results shall be entered in a format as per **Annexure- IV** and to be jointly signed by the AEE (MT) and the Repairer (Firm).

27.0 GENERAL WORKS AND MAINTENANCE OF REGISTERS:

a) The Contractor shall maintain **Transformer Repair status register** as per **Annexure- I.**

b) The contractor shall furnish **stage Inspection report** as per **Annexure – II** for each batch of transformers issued for Repairs duly signed by AEE (MT) of BESCOM in charge of repair center.

c) The Contractor shall maintain **raw materials inspection register** at the repair center as per the **Annexure-III**.

d) The Firm shall maintain Transformers Test result register as per **Annexure- IV**.

e) The SEE's of C, O&M Circle has to submit fortnightly progress report to the Chief General Manager (Ele.), Operations, BESCOM, Bangalore. Any poor progress will entitle to termination of the contract.

28.0 IDENTIFICATION OF REPAIRED TRANSFORMERS:

28.1 For identification of the repaired transformers the following shall be distinctly painted on the repaired transformers.

a) Name of the Repairer.
b) Work order No. and date.
c) Date of delivery.
d) In addition to the above, a Black colour strip of 2inch wide shall be painted round the transformer at the bottom.

28.2 **Painting** :

The repaired transformer shall be painted in the following colour code. As per IS.

25 KVA - Sky blue Shade No. 101
63 KVA - Silver grey Shade No. 628
100 KVA - Brilliant green Shade No. 221
Above 100 KVA & upto 250 KVA - Dark admiral grey Shade No.632

29.0 Assigning of Unique ID to NNP Transformers:

29.1 The Bidder shall ensure the Serial Number of the Distribution transformers with make along with name plate details. In case if NNP transformer is available for repair the AEE (O) Division shall arrange to issue serial number of the distribution transformer as per the procedure adopted for Distribution Transformer Life Cycle Management Software(DTLMS) and as per the directions issued from the Corporate Office time to time

29.2 **Engraving of Unique ID Codes:**

The Six digit DTR code issued in DTLMS available on the failed DTRs has to be **engraved** at repair center by the agency at free of cost for all the Transformers received for repairs. If the DTR codes are not available on the failed Transformer, the repairer has to collect the DTR code from the concerned AEE(O), Division and then engrave on DTR. Further, the Store Officer has to ensure that, all the repaired good Transformers has to be engraved with DTR codes while receiving the repaired Good Transformer.

30.0 Other conditions:

30.1 The successful Bidder shall enter in to an agreement in the prescribed format on stamp paper of Rs. 200/- with duly submitting performance guarantee within 15 days from the date of LOI.

30.2 The Bidder has to quote % increase or % decrease on Material portion, Labour portion and Salvage value on released materials in figures clearly. The Bidder has to quote % Goods & services taxes applicable in figures clearly in e-portal.

30.3 **If the % quoted is not clear and ambiguous BESCOM reserves the right to overlook the offer**.

30.4 The period of contract is for Two years. The successful tenderer will be awarded the work of repairing faulty distribution transformers for one year at the 1st instance. If the repair work and performance of the firm were found satisfactory and the extension for further period of one year may be awarded at the discretion of BESCOM by executing the fresh agreement & the extended performance guarantee for a period of 33 Months for the extended period of contract.

30.5 Once in 15 days (fortnightly) progress report shall be sent to the concerned Superintending Engineer, C, O&M, circles for review by EE's of C, O&M Divisions. Any poor progress will entitle termination of the Contract.

30.6 Safety And Accidents:- As per clause 19.0 of Volume I Section II of ITB

30.7 The Bidder has to furnish the delivery challan for having received the failed DTR's with Vehicle No., received person with mobile No. from the Divisional stores/ Transformer Bank.

31.0 Termination of Contract:

In case of any default as per the terms and conditions of contract, the BESCOM shall exercise its discretionary powers on any or all the following:

31.1 To recover from the Bidder, as agreed, liquidated damages or by way of penalty, the amount as per penalty clause 25.0 of above.

31.2 To get repair of transformer elsewhere at the risk of the Bidder, such materials not so delivered or others of a similar description without canceling the contract. In respect of the consignment not yet due for delivery, the Bidder shall not be entitled to any saving on such purchase made against default.

31.3 To cancel the work award.

31.4 To forfeit the amount equivalent in the particular award from the performance bank guarantee furnished.

31.5 To blacklist or not to consider future offers for a specified period.

31.6 The decision of the company shall be final as regards the acceptability or otherwise of materials/equipment supplied.

31.7 The breach of agreement of any clause or clauses as stated above is liable for termination of agreement by giving one month's notice.

32.0 LANGUAGE OF THE BID:

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder shall be in the English/Kannada language. Failure to comply with this will disqualify the bid.

33.0 PACKING:

33.1 The Bidder shall provide such packing of the goods as is required to prevent their damage of transformer body, Radiator, breather, bushings or deterioration during transit to final destination as well as storage till its layout and testing as indicated in the contract. The packing shall be sufficient to withstand, without limitations, rough handling during transit by road, and exposure of rain, humidity, extreme temperatures, salt and precipitation during transit and open storage for long durations till the time of laying. The BESCOM shall not entertain any claim whatsoever, in this regard.

33.2 In case of damage to the equipment and materials due to improper packing, the Bidder shall be held responsible for the same and the Bidder shall replace the material without any extra cost to BESCOM.

34.0 FORCE MAJEURE:

34.1 For the purposes of this contract “Force Majeure” means, an event which could not reasonably have been avoided by a diligent party in the circumstances, which is beyond the reasonable control of a party and which makes a party’s performance of its responsibilities hereunder impossible or so impractical as reasonable to be considered impossible in the circumstances and includes, but is not limited to, war, riots/civil disorder, earthquake, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, electrical failure, confiscation or any other action by Government Agencies.

34.2 Force majeure shall not include any event which is caused by the negligence or intentional action of a party or such party’s sub-bidders or agents or employees, or by a failure to observe good engineering practices.

34.3 Force Majeure shall not include insufficiency of funds of failure to make any payment required hereunder.

35.0 Bankruptcy:

If the contractor shall become bankrupt or otherwise insolvent or have a receiving order made against or compound with other creditors, or being a Corporation, commence to be wind up, not being a voluntary winding up for the purpose only of amalgamation/reconstruction, or carry on its business under a receiver for the benefit of its creditors or any of them, BESCOM will be at liberty to terminate the contract forthwith by notice in writing to the contractor may become vested and BESCOM reserves the right to encash the Contract Performance Guarantee.

36.0 Confidential information:

BESCOM and the contractor shall keep confidential and shall not, without the written consent of the other party here to, divulge to any Third Party and documents, data or other information furnished directly or indirectly by the other party hereto in connection with the contract, whether such information has been furnished prior to, during or following termination of the Contract.

37.0 Contractors staff and their conduct:

The contractors on award of repair work shall deploy qualified professionals as required for executing this repair work. The terms and conditions regarding the Contractor's staff and their conduct are as below:

The Contractor on award of repair work shall deploy qualified professionals as required for executing this repair work. If at any time the repair work is materially delayed by contractor and in the reasonable opinion of BESCOM, any additional, qualified, experienced professionals are considered necessary to timely complete the repair work, they shall be deployed by the contractor without any additional charge, subject to the provisions regarding delay of extension. The contractor shall ensure competent and efficient supervision of the services to the satisfaction of the BESCOM.

The contractor shall be solely responsible for the proper behavior of his employees and staff employed by him/deputed by him to provide consultancy services.

It is made clear that no relationship of BESCOM and employee is created between the BESCOM and the Contractor's employees and no claim of employment of any such personal shall be tenable or entertained.

38.0 General terms and Conditions:

The contractor shall not assign or transfer the Contract or any right or interest therein in violation of the provision of Contract Agreement.

39.0 LAW, JURISDICTION, DISPUTES RESOLUTION AND ARBITRATION:

a. A party claiming that a Dispute has arisen under this Agreement must give the other party a written notice of the particular of the Dispute

b. Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the Parties.

c. If the party fails to resolve such a dispute or difference, either party may require that the dispute be referred to arbitration under the Arbitration and Conciliation Act 1996 (Indian) and subsequent Amendments made thereon, to be adjudicated by a sole arbitrator to be appointed by mutual agreement of both the parties and the award of the arbitrator shall be final and conclusive and the award of the arbitrator shall be final and conclusive and binding upon both the parties. (The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute of as mutually agreed).

d. The place of arbitration shall be in Bangalore. The arbitral procedure shall be conducted in English language.

e. The cost of arbitration including the fees of arbitrator shall be borne by both the parties equally.

f. During the settlement of disputes and arbitration proceedings both parties shall be obliged to carry out their respective obligations under the contract.

g. The award of the arbitrator shall be final and conclusive and binding upon the parties.

h. The courts of Bangalore only shall have the exclusive jurisdiction to deal with any issues arising out of this agreement.

40.0 Compliance with Laws and Regulations:

The laws and regulations which are applicable to the contractor and under which the Contract is to be constructed shall be Indian Laws and Regulations. The other terms and conditions regarding compliance with laws and regulations are as below:

The contractor shall, in all matters arising in the performance of the Contract, comply with all respects, give all notices and pay all fees required by the provisions of any national or state stature, ordinance of other law or any regulation or by-law of any duly constituted authority.

The contract shall adhere to the statutory provisions under payment of Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, Employee's Provident Fund & Miscellaneous Provision Act, Employees compensation Act, Right to information act, and other relevant statutes. All liabilities arising out of the non-compliance of the Law of the Land by Contractor or its BESCOM will not be responsible in any manner whatsoever for the same.

The contract shall in all respect be construed and interpreted in accordance with the Laws in force in India, including any such Laws passed or made or coming into force during the period of the contract.

41.0 Severability:

Should any provision(s) of this Contract Agreement be held invalid or unenforceable in any respect that provision shall not affect any other provisions and this contract Agreement shall be construed as if the invalid or unenforceable provision had not been included.

42.0 Entire Contract Agreement:

No modification, alteration or waiver of this contract agreement or any of its provisions shall be effective unless in writing signed by both the parties.

Deputy General Manager,
Operations-1, BESCOM